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THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION FOR IMMEDIATE RELEASE.

Countrywide plc

("Countrywide" or the "Company")

## PROPOSED PLACING OF NEW ORDINARY SHARES

9 March 2017

### Proposed Placing

Countrywide today announces a non pre-emptive placing of up to 21,610,467 new ordinary shares in the Company (the "**Placing Shares**") representing up to approximately 9.99% of the Company's existing issued ordinary share capital (excluding treasury shares) to institutional investors (the "**Placing**"). The issue of the Placing Shares is to be effected by way of a cash box placing. The Placing is being conducted, subject to the satisfaction of certain conditions, through an accelerated bookbuilding process (the "**Bookbuild**") which will be launched immediately following this announcement (together with the Appendix, the "**Announcement**") and will be subject to the terms and conditions set out in the Appendix.

Oaktree Capital Management, a 30.14 per cent shareholder in the Company, is expected by Countrywide management to subscribe for approximately 6.5 million Placing Shares so as to maintain its existing percentage shareholding in the Company following the Placing on, and subject to, the terms and conditions set out in the Appendix. Additionally, certain Directors of the Company have indicated their intention to participate in the Placing. Further details of the Placing and any participation by the Directors will be set out in the announcement to be made on the closing of the Bookbuild which is expected to be made later today.

Barclays Bank PLC ("**Barclays**") and Jefferies International Limited ("**Jefferies**", and together with Barclays, the "**Joint Bookrunners**") have been appointed as joint bookrunners in respect of the Placing.

### Background to and reasons for the Placing

Throughout 2016, uncertainty caused by the EU Referendum result in the United Kingdom ("**UK**") alongside UK stamp duty changes has led to falling volumes in residential property transactions. The market environment remains challenging in the near-term and Countrywide expects sales market volatility to continue in 2017. The sales market currently

shows no sign of transaction growth and, while credit is available and interest rates remain low, market sentiment is fragile and subject to changing economic circumstances.

Countrywide has been pursuing a number of self-help actions since the first quarter of 2016 to build its resilience in these challenging market conditions and these have demonstrated significant momentum. Countrywide paused all M&A activity after the first quarter of 2016 and initiated significant cost cutting, with estimated run rate reductions of £10 million already embedded and a further £9 million expected in 2017. As announced in the Company's preliminary results for 2016, the Company has also rebased its dividend policy going forwards to 30-35 per cent of earnings and will not be paying a final dividend for 2016.

As previously stated, Countrywide commenced a strategic review of its commercial business, Lambert Smith Hampton, during 2016 to consider how best to maximise value in that sector over the coming years. That review continues and the Company anticipates that it will conclude later this year.

#### *Use of proceeds*

As a result, the Company has determined to proceed with a placing of new shares in order to provide itself with additional financial flexibility. The net proceeds of the Placing will be used to accelerate Countrywide's digital rollout to unlock the group's further cost savings and strengthen the Company's balance sheet. Following the Placing, the Company is seeking to return leverage to long-term target levels, working towards approximately 2.0x in 2017 and 1.5x to 2.0x in the longer term.

#### *Acceleration of digital rollout*

The rollout of Countrywide's digital platform to date covers approximately 25 per cent of the Countrywide group's estate (208 branches). Early indicators suggest that the digital rollout delivers increased website traffic and increased leads relative to retail brand websites and KPI's to date indicate strong results. The Placing will provide Countrywide with the opportunity to accelerate its transformation with a view to becoming a true multichannel business across all service lines, delivering better, more personalised customer experiences. Countrywide is pursuing an aggressive agenda in developing its multichannel customer proposition in residential sales led by online pricing, but optimised for the consumer. This provides differentiation in the market by virtue of providing a digital led platform with the ability to switch to Countrywide's full high street service at any point. The customer journey is also being optimised for cross-selling opportunities across mortgages and legal services.

Countrywide has a detailed roll out plan established for the remainder of the first half of 2017, which prioritises its largest regional brands in order to maximise the marketing impact and takes it to around half of its branch network or approximately 400 branches. Extending into 2018, Countrywide's plans are to pursue fewer, digitally enabled brands across a multichannel network – ultimately leading to a more sustainable cost base.

#### *Gaining momentum in cost transformation*

As highlighted above, Countrywide's cost transformation activities have led its self-help agenda. The first phase of this has targeted the delayering of management and network rationalisation and has delivered approximately £10 million of estimated run rate savings. The second phase of Countrywide's cost transformation activities is currently being implemented. This second phase is targeting management consolidation, network

efficiencies and central cost improvements and is expected to deliver approximately £9 million of run rate savings. The final phase of the cost transformation programme is aligned with Countrywide's move towards being a multichannel operator with targets including rationalisation of Countrywide's brands and a review of the role of its branches and the size of its network. This and other initiatives are targeting savings of at least as much as the first two phases in aggregate and are expected to be realised over 2018 and beyond.

Alison Platt, Chief Executive of Countrywide, said:

"We are pleased to announce our placing today. This allows us to continue the accelerated roll out of our digital propositions and further unlock the path to our multichannel network. Our cost transformation agenda continues at pace and the increased flexibility this placing brings gives us the opportunity to build a business better placed for a strong future."

### **Shareholder consultation**

Ahead of the proposed Placing, Countrywide has consulted with a number of its leading shareholders regarding the rationale of the proposed Placing and its non-pre-emptive nature. The Board's belief that the proposed Placing is in the best interest of shareholders has been strengthened as a result of these discussions.

### **Details of the Placing**

The Bookbuild will open with immediate effect following this Announcement. The exact number of Placing Shares to be placed and the price at which the Placing Shares are to be placed will be determined by the Company and the Joint Bookrunners at the close of the Bookbuild and announced by the Company shortly thereafter. The timing of the closing of the Bookbuild, pricing and allocations are at the discretion of the Company and the Joint Bookrunners.

Under the terms of the Placing, Countrywide intends to place on a non pre-emptive basis up to 21,610,467 new ordinary shares of one penny each in the capital of the Company, representing up to approximately 9.99 per cent of the existing issued ordinary share capital of the Company as at 9 March 2017. Members of the public are not entitled to participate in the Placing.

The issue of the Placing Shares is to be effected by way of a cash box placing. The Company will allot and issue the Placing Shares on a non-pre-emptive basis to Placees (as defined below) in consideration for Jefferies transferring its holdings of redeemable preference shares and ordinary shares in a Jersey special purpose vehicle ("**JerseyCo**") to the Company. Accordingly, instead of receiving cash as consideration for the allotment and issue of Placing Shares, at completion of the Placing, the Company will own all of the issued ordinary shares and redeemable preference shares of JerseyCo, whose only asset will be its cash reserves, which will represent an amount approximately equal to the net proceeds of the Placing (net of any agreed commission and expenses).

The Placing Shares will, when issued, be credited as fully paid and will rank *pari passu* with the existing ordinary shares of one penny each in the capital of the Company including the right to receive all future dividends and distributions declared, made or paid by reference to a record date falling after their issue.

The Company will apply for admission of the Placing Shares to listing on the premium listing segment of the Official List of the Financial Conduct Authority (the "**FCA**") and to trading on the main market for listed securities of London Stock Exchange plc (together, "**Admission**"). It is expected that settlement of subscriptions in respect of the Placing Shares and Admission will take place and that trading in the Placing Shares will commence at 8.00 a.m. on 13 March 2017.

The Placing is conditional upon, inter alia, Admission becoming effective. The Placing is also conditional upon the placing agreement between the Company, Jefferies and Barclays (the "**Placing Agreement**") becoming unconditional and not being terminated. Further details of the Placing Agreement can be found in the terms and conditions of the Placing contained in the Appendix to this Announcement (which forms part of the Announcement).

By choosing to participate in the Placing and by making an oral and legally binding offer to acquire Placing Shares, investors will be deemed to have read and understood this Announcement (including the Appendix) in its entirety and to be making such offer on the terms and subject to the conditions in such announcement, and to be providing the representations, warranties and acknowledgements contained in the Appendix.

Your attention is drawn to the detailed terms and conditions of the Placing set out in the Appendix to this Announcement.

**For further information, please contact:**

Countrywide plc +44 7970 477299  
Jim Clarke, Group Chief Financial Officer

Barclays +44 20 7623 2323  
Rob Mayhew  
Tom Boardman  
Chris Madderson

Jefferies +44 20 7029 8000  
Paul Nicholls  
Lee Morton  
Jason Grossman

**IMPORTANT NOTICE**

This announcement including its Appendix (together, the "**Announcement**") and the information contained in it is not for public release, publication or distribution, in whole or in part, directly or indirectly, in or into the United States (including its territories and possessions, any state of the United States and the District of Columbia, collectively the "**United States**"), Australia, Canada, Hong Kong, New Zealand, Singapore, Japan or South Africa or any other state or jurisdiction in which publication, release or distribution would be unlawful.

**THIS ANNOUNCEMENT IS FOR INFORMATION PURPOSES ONLY AND DOES NOT CONSTITUTE AN OFFER TO SELL OR ISSUE, OR THE SOLICITATION OF AN OFFER TO BUY, ACQUIRE OR SUBSCRIBE FOR SHARES IN THE CAPITAL OF THE COMPANY IN THE UNITED STATES, AUSTRALIA, CANADA, JAPAN, HONG KONG,**

**NEW ZEALAND, SINGAPORE OR SOUTH AFRICA OR ANY OTHER STATE OR JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORISED OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION. ANY FAILURE TO COMPLY WITH THESE RESTRICTIONS MAY CONSTITUTE A VIOLATION OF THE SECURITIES LAWS OF SUCH JURISDICTIONS.**

The Placing Shares have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered, sold, delivered or transferred, directly or indirectly, in or into the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction of the United States. The Company does not intend to register any portion of the Placing in the United States or to conduct a public offering of securities in the United States.

This Announcement does not constitute, or purport to include the information required of, a disclosure document under Chapter 6D of the Australian Corporations Act 2001 (the "**Corporations Act**") or a product disclosure statement under Chapter 7 of the Corporations Act and will not be lodged with the Australian Securities and Investments Commission. No offer of securities is made pursuant to this Announcement in Australia except to a person who is (i) either a "sophisticated investor" within the meaning of section 708(8) of the Corporations Act or a "professional investor" within the meaning of section 9 and section 708(11) of the Corporations Act; and (ii) a "wholesale client" for the purposes of section 761G(7) of the Corporations Act (and related regulations) who has complied with all relevant requirements in this respect. No Placing Shares may be offered for sale (or transferred, assigned or otherwise alienated) to investors in Australia for at least 12 months after their issue, except in circumstances where disclosure to investors is not required under Part 6D.2 of the Corporations Act.

The relevant clearances have not been, and nor will they be, obtained from the securities commission or similar regulatory authority of any province or territory of Canada. The offering of the Placing Shares is being made on a private placement basis only in the provinces of British Columbia, Alberta, Ontario and Quebec and is exempt from the requirement that the Company prepare and file a prospectus with the relevant securities regulatory authorities in Canada. No offer of securities is made pursuant to this Announcement in Canada except to a person who has represented to the Company and the Joint Bookrunners that such person (i) is purchasing as principal, or is deemed to be purchasing as principal in accordance with applicable Canadian securities laws, for investment only and not with a view to resale or redistribution; (ii) is an "accredited investor" as such term is defined in section 1.1 of National Instrument 45-106 Prospectus Exemptions or, in Ontario, as such term is defined in section 73.3(1) of the Securities Act (Ontario); and (iii) is a "permitted client" as such term is defined in section 1.1 of National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Placing Shares acquired by a Canadian investor in this offering must be made in accordance with applicable Canadian securities laws, which may vary depending on the relevant jurisdiction, and which may require resales to be made in accordance with Canadian prospectus requirements, a statutory exemption from the prospectus requirements, in a transaction exempt from the prospectus requirements or otherwise under a discretionary exemption from the prospectus requirements granted by the applicable local

Canadian securities regulatory authority. These resale restrictions may under certain circumstances apply to resales of the Placing Shares outside of Canada.

No prospectus has been lodged with, or registered by, the Australian Securities and Investments Commission or the Japanese Ministry of Finance; and the Placing Shares have not been, and nor will they be, registered under or offered in compliance with the securities laws of any state, province or territory of Australia, Japan or South Africa. Accordingly, the Placing Shares may not (unless an exemption under the relevant securities laws is applicable) be offered, sold, resold or delivered, directly or indirectly, in or into Australia, Japan or South Africa or any other jurisdiction outside the United Kingdom or to, or for the account or benefit of any national, resident or citizen of Australia, Japan or South Africa.

No prospectus will be made available in connection with the matters contained in this Announcement and no such prospectus is required (in accordance with the Prospectus Directive (as defined below)) to be published.

No action has been taken by the Company or the Joint Bookrunners, or any of their respective affiliates, that would, or which is intended to, permit a public offer of the Placing Shares in any jurisdiction or the possession or distribution of this Announcement or any other offering or publicity material relating to the Placing Shares in any jurisdiction where action for that purpose is required. Any failure to comply with these restrictions may constitute a violation of the securities laws of such jurisdictions. Persons into whose possession this Announcement comes shall inform themselves about, and observe, such restrictions.

No public offering of the Placing Shares is being made in the United States, United Kingdom, Australia, Canada or elsewhere. All offers of the Placing Shares will be made pursuant to an exemption under the EU Directive 2003/71/EC and amendments thereto (the "**Prospectus Directive**") from the requirement to produce a prospectus. This Announcement is being distributed to persons in the United Kingdom only in circumstances in which section 21(1) of the Financial Services and Markets Act 2000, as amended ("**FSMA**") does not apply.

This communication is directed only at: (a) persons in member states of the European Economic Area who are qualified investors within the meaning of article 2(1)(e) of the Prospectus Directive ("**Qualified Investors**") and (b) if in the United Kingdom, persons who (i) have professional experience in matters relating to investments who fall within the definition of "**investment professionals**" in article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "**Order**"), or are high net worth companies, unincorporated associations or partnerships or trustees of high value trusts as described in article 49(2) of the Order and (ii) are "qualified investors" as defined in section 86 of FSMA and (c) otherwise, to persons to whom it may otherwise be lawful to communicate it (all such persons together being referenced to as "**relevant persons**"). Any investment in connection with the Placing will only be available to, and will only be engaged with, relevant persons. Any person who is not a relevant person should not act or rely on this Announcement or any of its contents.

Barclays is authorised in the United Kingdom by the Prudential Regulatory Authority (the "**PRA**") and regulated by the FCA and the PRA. Jefferies is authorised and regulated in the United Kingdom by the FCA. Each of Barclays and Jefferies is acting exclusively for the Company and no one else in connection with the Placing and they will not be responsible to anyone other than the Company for providing the protections afforded to their respective

clients nor for providing advice in relation to the Placing and/or any other matter referred to in this Announcement.

This Announcement is being issued by and is the sole responsibility of the Company. No representation or warranty, express or implied, is or will be made as to, or in relation to, and no responsibility or liability is or will be accepted by the Joint Bookrunners (apart from the responsibilities or liabilities that may be imposed by the FSMA or the regulatory regime established thereunder) or by any of their respective affiliates or by any of their respective directors, officers, employees, advisers, representatives or shareholders (collectively, "**Representatives**") for the contents of this Announcement or any other written or oral information made available to or publicly available to any interested party or its advisers or any other statement made or purported to be made by or on behalf of the Joint Bookrunners or any of their respective affiliates or by any of their respective Representatives in connection with the Company, the Placing Shares or the Placing and any responsibility and liability whether arising in tort, contract or otherwise therefore is expressly disclaimed. Each of the Joint Bookrunners and each of their respective affiliates and each of their respective Representatives accordingly disclaim all and any liability, whether arising in tort, contract or otherwise (save as referred to above) in respect of any statements or other information contained in this Announcement and no representation or warranty, express or implied, is made by the Joint Bookrunners or any of their respective affiliates or any of their respective Representatives as to the accuracy, fairness, verification, completeness or sufficiency of the information contained in this Announcement and nothing in this Announcement is, or shall be relied upon as, a promise or representation in this respect, whether as to the past or future.

The distribution of this Announcement and the offering of the Placing Shares in certain jurisdictions may be restricted by law. No action has been taken by the Company and/or the Bookrunners that would permit an offering of such shares or possession or distribution of this Announcement or any other offering or publicity material relating to such shares in any jurisdiction where action for that purpose is required. Persons into whose possession this Announcement comes are required by the Company and the Bookrunners to inform themselves about, and to observe, such restrictions.

This Announcement does not identify or suggest, or purport to identify or suggest, the risks (direct or indirect) that may be associated with an investment in the Placing Shares. Any investment decision to buy Placing Shares in the Placing must be made solely on the basis of publicly available information, which has not been independently verified by the Joint Bookrunners.

This Announcement contains (or may contain) certain forward-looking statements with respect to certain of the Company's current expectations and projections about future events. These statements, which sometimes use words such as "aim", "anticipate", "believe", "intend", "plan", "estimate", "expect" and words of similar meaning, reflect the beliefs and expectations of the Company's Directors and involve a number of risks, uncertainties and assumptions which could cause actual results and performance to differ materially from any expected future results or performance expressed or implied by the forward-looking statement. Statements contained in this Announcement regarding past trends or activities should not be taken as a representation that such trends or activities will continue in the future. The information contained in this Announcement is subject to change without notice and, except as required by applicable law, none of the Company or the Joint Bookrunners or any of their respective affiliates or any of their respective Representatives assumes any responsibility or obligation to update publicly or review any of the forward-

looking statements contained in this Announcement. You should not place undue reliance on forward-looking statements, which speak only as of the date of this Announcement. No statement in this Announcement is or is intended to be a profit forecast or profit estimate or to imply that the earnings of the Company for the current or future financial years will necessarily match or exceed the historical or published earnings of the Company.

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The Placing Shares to be issued pursuant to the Placing will not be admitted to trading on any stock exchange other than the London Stock Exchange.

Neither the content of the Company's website nor any website accessible by hyperlinks on the Company's website is incorporated in, or forms part of, this Announcement.

This Announcement does not constitute a recommendation concerning any investor's options with respect to the Placing. Each investor or prospective investor should conduct his, her or its own investigation, analysis and evaluation of the business and data described in this Announcement. The price and value of securities can go down as well as up. Past performance is not a guide to future performance. The contents of this Announcement are not to be construed as legal, business, financial or tax advice. Each investor or prospective investor should consult his, her or its own legal adviser, business adviser, financial adviser or tax adviser for legal, financial, business or tax advice.



## APPENDIX

### FURTHER DETAILS OF THE PLACING

#### TERMS AND CONDITIONS

THIS APPENDIX, AND THE INFORMATION CONTAINED IN IT, IS RESTRICTED AND IS NOT FOR PUBLIC RELEASE, PUBLICATION, OR DISTRIBUTION, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES, AUSTRALIA, CANADA, JAPAN, HONG KONG, NEW ZEALAND, SINGAPORE, SOUTH AFRICA OR ANY OTHER STATE OR JURISDICTION IN WHICH SUCH RELEASE, PUBLICATION OR DISTRIBUTION WOULD BE UNLAWFUL.

#### IMPORTANT INFORMATION FOR INVITED PLACEEES ONLY REGARDING THE PLACING

MEMBERS OF THE PUBLIC ARE NOT ELIGIBLE TO TAKE PART IN THE PLACING. THIS ANNOUNCEMENT AND THE TERMS AND CONDITIONS SET OUT IN THIS APPENDIX ARE FOR INFORMATION PURPOSES ONLY AND ARE DIRECTED ONLY AT PERSONS WHO ARE: (A) PERSONS IN MEMBER STATES OF THE EUROPEAN ECONOMIC AREA ("**EEA**") WHO ARE QUALIFIED INVESTORS WITHIN THE MEANING OF ARTICLE 2(1)(E) OF EU DIRECTIVE 2003/71/EC AND AMENDMENTS THERETO (THE "**PROSPECTUS DIRECTIVE**") ("**QUALIFIED INVESTORS**"), (B) IF IN THE UNITED KINGDOM, PERSONS WHO (I) HAVE PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS WHO FALL WITHIN THE DEFINITION OF "INVESTMENT PROFESSIONALS" IN ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005, AS AMENDED (THE "**ORDER**"), OR ARE HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS OR PARTNERSHIPS OR TRUSTEES OF HIGH VALUE TRUSTS AS DESCRIBED IN ARTICLE 49(2) OF THE ORDER AND (II) ARE "QUALIFIED INVESTORS" AS DEFINED IN SECTION 86 OF THE FINANCIAL SERVICES AND MARKETS ACT 2000, AS AMENDED ("**FSMA**"), AND (C) OTHERWISE, TO PERSONS TO WHOM IT MAY OTHERWISE BE LAWFUL TO COMMUNICATE IT TO (EACH A "**RELEVANT PERSON**"). NO OTHER PERSON SHOULD ACT OR RELY ON THIS ANNOUNCEMENT AND PERSONS DISTRIBUTING THIS ANNOUNCEMENT MUST SATISFY THEMSELVES THAT IT IS LAWFUL TO DO SO. BY ACCEPTING THE TERMS OF THIS ANNOUNCEMENT YOU REPRESENT AND AGREE THAT YOU ARE A RELEVANT PERSON. THIS APPENDIX AND THE TERMS AND CONDITIONS SET OUT HEREIN MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS ANNOUNCEMENT (INCLUDING THIS APPENDIX) AND THE TERMS AND CONDITIONS SET OUT HEREIN RELATE IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS. THIS ANNOUNCEMENT (INCLUDING THIS APPENDIX) DOES NOT ITSELF CONSTITUTE AN OFFER TO SELL OR ISSUE OR THE SOLICITATION OF AN OFFER TO BUY OR ACQUIRE ANY SECURITIES IN THE COMPANY.

THE INFORMATION CONTAINED HEREIN IS NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES (INCLUDING ITS TERRITORIES AND POSSESSIONS, ANY STATE OF THE UNITED STATES AND THE DISTRICT OF COLUMBIA) AUSTRALIA, CANADA, JAPAN, HONG KONG, NEW ZEALAND, SINGAPORE, SOUTH AFRICA OR ANY JURISDICTION IN WHICH SUCH RELEASE, PUBLICATION OR DISTRIBUTION WOULD BE UNLAWFUL. THIS DOCUMENT (AND THE INFORMATION CONTAINED HEREIN) DOES NOT CONSTITUTE AN OFFER OF SECURITIES FOR SALE IN THE UNITED STATES, AUSTRALIA, CANADA, JAPAN, HONG KONG, NEW ZEALAND, SINGAPORE, SOUTH AFRICA OR IN ANY OTHER JURISDICTION IN WHICH THE SAME WOULD BE UNLAWFUL.

THE PLACING SHARES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR UNDER THE APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, AND MAY NOT BE OFFERED, SOLD, ACQUIRED, RESOLD, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY WITHIN, INTO OR IN THE UNITED STATES, EXCEPT PURSUANT TO AN APPLICABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN COMPLIANCE WITH THE SECURITIES LAWS OF ANY RELEVANT

STATE OR OTHER JURISDICTION OF THE UNITED STATES. THERE WILL BE NO PUBLIC OFFER OF THE PLACING SHARES IN THE UNITED STATES, THE UNITED KINGDOM OR ELSEWHERE.

EACH PLACEE SHOULD CONSULT ITS OWN ADVISERS AS TO LEGAL, TAX, BUSINESS, FINANCIAL AND RELATED ASPECTS OF ACQUIRING THE PLACING SHARES.

Persons who are invited to and who choose to participate in the Placing (and any person acting on such person's behalf) by making an oral or written offer to acquire Placing Shares, including any individuals, funds or others on whose behalf a commitment to acquire Placing Shares is given ("Placees"), will be deemed to have read and understood this Announcement including this Appendix, in its entirety and to be making such offer on the terms and conditions, and to be providing the representations, warranties, acknowledgements and undertakings, contained in this Appendix. In particular, each such Placee represents, warrants and acknowledges that:

1. it is a Relevant Person and undertakes that it will acquire, hold, manage or dispose of any Placing Shares that are allocated to it for the purposes of its business;
2. if it is in a member state of the EEA and/or if it is a financial intermediary, as that term is used in Article 3(2) of the Prospectus Directive, that any Placing Shares acquired by it in the Placing will not be acquired on a non-discretionary basis on behalf of, nor will they be acquired with a view to their offer or resale to, persons in any member state of the EEA in circumstances which may give rise to an offer of securities to the public, other than an offer or resale in a member state of the EEA which has implemented the Prospectus Directive to Qualified Investors, or in circumstances in which the prior consent of each of Barclays and Jefferies has been given to each such proposed offer or resale;
3. it is acquiring the Placing Shares for its own account or is acquiring the Placing Shares for an account with respect to which it exercises sole investment discretion and has the authority to make and does make the representations, warranties, indemnities, acknowledgements, undertakings and agreements contained in this Announcement;
4. it understands (or if acting for the account of another person, such person has confirmed that such person understands) the resale and transfer restrictions set out in this Appendix;
5. it acknowledges that the Placing Shares have not been and will not be registered under the securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered, sold or transferred, directly or indirectly, within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction of the United States;
6. except for a limited number of "qualified institutional buyers" ("QIBs") as defined in Rule 144A under the Securities Act ("**Rule 144A**") who have executed and delivered to the Company, Barclays and Jefferies a US investor letter substantially in the form provided to it, (i) it and the person(s), if any, for whose account or benefit it is acquiring the Placing Shares are purchasing the Placing Shares in an "offshore transaction" as defined in Regulation S under the Securities Act; (ii) it is aware of the restrictions on the offer and sale of the Placing Shares pursuant to Regulation S; and (iii) the Placing Shares have not been offered to it by means of any "directed selling efforts" as defined in Regulation S;
7. The Company, Barclays and Jefferies will rely upon the truth and accuracy of the foregoing representations, acknowledgements and agreements.

The Placing Shares have not been approved or disapproved by the US Securities and Exchange Commission, any state securities commission or other regulatory authority in the United States, nor have any of the foregoing authorities passed upon or endorsed the merits of the Placing or the accuracy or adequacy of this Announcement. Any representation to the contrary is a criminal offence in the United States.

The relevant clearances have not been, and nor will they be, obtained from the securities commission or similar regulatory authority of any province or territory of Canada. The offering of the Placing Shares is being made on a private placement basis only in the provinces of British Columbia, Alberta, Ontario and Quebec and is exempt from the requirement that the Company prepare and file a prospectus with the relevant securities regulatory authorities in Canada. No offer of securities is made pursuant to this Announcement in Canada except to a person who has represented to the Company and the Joint Bookrunners that such person (i) is purchasing as principal, or is deemed to be purchasing as principal in accordance with applicable Canadian securities laws, for investment only and not with a view to resale or redistribution; (ii) is an "accredited investor" as such term is defined in section 1.1 of National Instrument 45-106 Prospectus Exemptions or, in Ontario, as such term is defined in section 73.3(1) of the Securities Act (Ontario); and (iii) is a "permitted client" as such term is defined in section 1.1 of National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Placing Shares acquired by a Canadian investor in this offering must be made in accordance with applicable Canadian securities laws, which may vary depending on the relevant jurisdiction, and which may require resales to be made in accordance with Canadian prospectus requirements, a statutory exemption from the prospectus requirements, in a transaction exempt from the prospectus requirements or otherwise under a discretionary exemption from the prospectus requirements granted by the applicable local Canadian securities regulatory authority. These resale restrictions may under certain circumstances apply to resales of the Placing Shares outside of Canada.

No prospectus has been lodged with, or registered by, the Australian Securities and Investments Commission or the Japanese Ministry of Finance; and the Placing Shares have not been, and nor will they be, registered or otherwise qualified for offer and sale under the securities laws of any state, province or territory of Australia, Japan, Hong Kong, New Zealand, Singapore or South Africa. Accordingly, the Placing Shares may not (unless an exemption under the relevant securities laws is applicable) be offered, sold, resold or delivered, directly or indirectly, in or into the United States, Australia, Japan, Hong Kong, New Zealand, Singapore or South Africa or any other jurisdiction outside the United Kingdom.

Persons (including, without limitation, nominees and trustees) who have a contractual or other legal obligation to forward a copy of this Appendix or the Announcement of which it forms part should seek appropriate advice before taking any action.

Neither Barclays nor Jefferies makes any representation to any Placees regarding an investment in the Placing Shares.

### **Details of the Placing Agreement and of the Placing Shares**

The Company has today entered into an agreement (the "**Placing Agreement**") with Barclays and Jefferies, who are each acting as bookrunners (the "**Joint Bookrunners**"), under which, subject to the conditions set out therein, each of the Joint Bookrunners has agreed, as agent for and on behalf of the Company, to use its reasonable endeavours to procure Placees for the Placing Shares at a price to be determined following completion of the Bookbuild (as described in this Announcement and defined below).

The Placing Shares will, when issued, be credited as fully paid and will rank *pari passu* in all respects with the existing ordinary shares in the Company, including the right to receive all dividends and other distributions declared, made or paid in respect of such ordinary shares after the date of issue of the Placing Shares.

The issue of the Placing Shares is to be effected by way of a cash box placing. The Company will allot the Placing Shares to Placees in consideration for the transfer to the Company by Jefferies of certain shares in a Jersey incorporated subsidiary of the Company, certain of which shares in the Jersey company Jefferies shall be obliged to subscribe for using the proceeds of the Placing (net of any agreed commission and expenses).

## Applications for listing and admission to trading

Applications will be made to the Financial Conduct Authority (the "**FCA**") for admission of the Placing Shares to listing on the premium listing segment of the Official List of the FCA (the "**Official List**") and to the London Stock Exchange plc ("**London Stock Exchange**") for admission of the Placing Shares to trading on its main market for listed securities (together, "**Admission**").

It is expected that Admission will become effective on or around 8.00 a.m. on 13 March 2017 and that dealings in the Placing Shares will commence at that time.

## Bookbuild

The Joint Bookrunners will today commence the bookbuilding process in respect of the Placing (the "**Bookbuild**") to determine demand for participation in the Placing by Placees. This Appendix gives details of the terms and conditions of, and the mechanics of participation in, the Placing. No commissions will be paid to Placees or by Placees in respect of any Placing Shares.

The Joint Bookrunners and the Company shall be entitled to effect the Placing by such alternative method to the Bookbuild as they may, in their sole discretion, determine.

## Participation in, and principal terms of, the Placing

1. Barclays and Jefferies are arranging the Placing as Joint Bookrunners and agents of the Company.
2. Participation in the Placing will only be available to persons who may lawfully be, and are, invited to participate by the Joint Bookrunners. The Joint Bookrunners' agents and their respective affiliates are each entitled to enter bids in the Bookbuild as principal.
3. The Bookbuild will establish a single price per Placing Share payable to the Joint Bookrunners by all Placees whose bids are successful (the "**Placing Price**"). The final number of Placing Shares and the Placing Price will be agreed between the Joint Bookrunners and the Company following completion of the Bookbuild. Any discount to the market price of the existing ordinary shares of the Company will be determined in accordance with the FCA's Listing Rules. The Placing Price and the number of Placing Shares will be announced on an FCA-listed regulatory information service (a "**Regulatory Information Service**") following the completion of the Bookbuild (the "**Pricing Announcement**").
4. To bid in the Bookbuild, Placees should communicate their bid by telephone or in writing to their usual sales contact at either of the Joint Bookrunners. Each bid should state the number of Placing Shares which the prospective Placee wishes to acquire at either the Placing Price which is ultimately established by the Company and the Joint Bookrunners or at prices up to a price limit specified in its bid. Bids may be scaled down by the Joint Bookrunners on the basis referred to in paragraph 9 below. Each of the Joint Bookrunners is arranging the Placing severally (and not jointly, or jointly and severally), each as agent of the Company.
5. The Bookbuild is expected to close no later than 5 p.m. (London time) today, 9 March 2017, but may be closed earlier or later at the absolute discretion of the Joint Bookrunners. The Joint Bookrunners may, in agreement with the Company, accept bids that are received after the Bookbuild has closed. The Company reserves the right (upon the agreement of the Joint Bookrunners) to reduce or seek to increase the amount to be raised pursuant to the Placing.
6. Each prospective Placee's allocation will be determined by the Joint Bookrunners in their sole discretion and will be confirmed orally by one of the Joint Bookrunners as agent of the Company following the close of the Bookbuild. That oral confirmation will constitute an irrevocable legally binding commitment upon that person (who will at that point become a Placee) to acquire the number of Placing Shares allocated to it at the Placing Price on the terms and conditions set out in this Appendix and in accordance with the Company's

articles of association and each Placee will be deemed to have read and understood this Announcement (including this Appendix) in its entirety.

7. Each prospective Placee's allocation and commitment will be evidenced by a contract note issued to such Placee by one of the Joint Bookrunners. The terms of this Appendix will be deemed incorporated by reference therein.
8. Each Placee will also have an immediate, separate, irrevocable and binding obligation, owed to the relevant Joint Bookrunner, to pay as principal to the relevant Joint Bookrunner (or as it may direct) in cleared funds immediately on the settlement date an amount equal to the product of the Placing Price and the number of Placing Shares such Placee has agreed to acquire and the Company has agreed to allot and issue to that Placee.
9. Subject to paragraphs 4 and 5 above, the Joint Bookrunners may choose to accept bids, either in whole or in part, on the basis of allocations determined in agreement with the Company and may scale down any bids for this purpose on such basis as they may determine. The Joint Bookrunners may also, notwithstanding paragraphs 4 and 5 above, subject to the prior consent of the Company (i) allocate Placing Shares after the time of any initial allocation to any person submitting a bid after that time; and (ii) allocate Placing Shares after the Bookbuild has closed to any person submitting a bid after that time.
10. A bid in the Bookbuild will be made on the terms and subject to the conditions in this Announcement (including this Appendix) and will be legally binding on the Placee on behalf of which it is made and, except with the consent of the Joint Bookrunners, will not be capable of variation or revocation after the time at which it is submitted.
11. Except as required by law or regulation, no press release or other announcement will be made by the Joint Bookrunners or the Company using the name of any Placee (or its agent), in its capacity as Placee (or agent), other than with such Placee's prior written consent.
12. Irrespective of the time at which a Placee's allocation pursuant to the Placing is confirmed, settlement for all Placing Shares to be acquired pursuant to the Placing will be required to be made at the same time, on the basis explained below under "Registration and Settlement".
13. All obligations under the Bookbuild and Placing will be subject to fulfilment or (where applicable) waiver of the conditions referred to below under "Conditions of the Placing" and to the Placing not being terminated on the basis referred to below under "Right to terminate under the Placing Agreement".
14. By participating in the Bookbuild, each Placee will agree that its rights and obligations in respect of the Placing will terminate only in the circumstances described below and will not be capable of rescission or termination by the Placee.
15. To the fullest extent permissible by law, neither of the Joint Bookrunners nor any of their respective affiliates, agents, directors, officers or employees shall have any liability to Placees (or to any other person whether acting on behalf of a Placee or otherwise). In particular, neither of the Joint Bookrunners nor any of their respective affiliates, agents, directors, officers or employees shall have any liability (including to the extent permissible by law, any fiduciary duties) in respect of the Joint Bookrunners' conduct of the Bookbuild or of such alternative method of effecting the Placing as the Joint Bookrunners and the Company may agree.

### **Conditions of the Placing**

The obligations of the Joint Bookrunners under the Placing Agreement in respect of the Placing Shares are conditional on, *inter alia*: certain publication of announcement obligations; the warranties being true and accurate; fulfilment by the Company of its material obligations;

Admission taking place; and allotment of the Placing Shares. The Joint Bookrunners have a discretion to waive compliance with the conditions (where capable of waiver) and/or agree an extension in time for their satisfaction.

If (i) any of the conditions contained in the Placing Agreement, including those described above, are not fulfilled (or, where permitted, waived or extended in writing by the Joint Bookrunners) or become incapable of fulfilment on or before the date or time specified for the fulfilment thereof (or such later date and/or time as the Joint Bookrunners may agree); or (ii) the Placing Agreement is terminated in the circumstances specified below, the Placing will not proceed and the Placees' rights and obligations hereunder in relation to the Placing Shares shall cease and terminate at such time and each Placee agrees that no claim can be made by the Placee in respect thereof. Any such extension or waiver will not affect Placees' commitments as set out in this Announcement (including this Appendix).

### **Lock-up**

The Company has undertaken that it will not, and will procure that none of its subsidiaries will (save as required by law or the rules or standards of the London Stock Exchange or the FCA's Listing Rules), at any time between the date of the Placing Agreement and the date which is 90 calendar days from the date of the Placing Agreement without the prior written consent of the Joint Bookrunners (such consent not to be unreasonably delayed or withheld), (i) issue, allot, offer, pledge, sell, contract to sell, grant any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, any ordinary shares or other shares in the capital of the Company or any securities convertible into or exchangeable for ordinary shares or other shares in the capital of the Company; or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of ordinary shares or other shares in the capital of the Company, whether any such transaction described in (i) or (ii) above is to be settled by delivery of ordinary shares or other shares in the capital of the Company or such other securities, in cash or otherwise, provided that the foregoing shall not prevent or restrict the grant of options under, or the allotment and issue of shares pursuant to options under, any existing employee share schemes of the Company (in accordance with its normal practice) or in relation to certain intra-group issues.

### **Right to terminate under the Placing Agreement**

At any time before Admission, the Joint Bookrunners are each entitled to terminate the Placing Agreement in the following circumstances, amongst others: (i) if any of the Company's warranties or representations are not or cease to be true and accurate or have become misleading; or (ii) if any of the conditions have not been satisfied or waived by the Joint Bookrunners by the date specified therein; or (iii) if the Company's applications to the FCA and Euroclear, respectively, in respect of Admission are withdrawn by the Company and/or refused by the FCA, the London Stock Exchange or Euroclear (as appropriate); or (iv) there shall have occurred any Material Adverse Change (as defined therein); or (v) if there has occurred any material adverse change in any major financial market in the United States, the United Kingdom or any member of the European Union or in other international financial markets which are relevant to the Placing; or (vi) if trading in the ordinary shares of the Company is suspended or limited by the London Stock Exchange; or (vii) if a banking moratorium has been declared; or (viii) if there is a change or development in Tax materially affecting any Group Company, Ordinary Shares or the transfer thereof or exchange controls having been imposed by the United States or the United Kingdom.

Upon such notice being given, the parties to the Placing Agreement shall be released and discharged (except for any liability arising before or in relation to such termination) from their respective obligations under or pursuant to the Placing Agreement, subject to certain exceptions.

By participating in the Placing, Placees agree that the exercise by the Joint Bookrunners of any right of termination or other discretion under the Placing Agreement shall be within the absolute discretion of the Joint Bookrunners, and that it need not make any reference to Placees and that the Joint Bookrunners shall have no liability to Placees whatsoever in connection with any such exercise or failure so to exercise.

## **No prospectus**

No offering document or prospectus or admission document has been or will be published or submitted to be approved by the FCA in relation to the Placing and Placees' commitments will be made solely on the basis of their own assessment of the Company, the Placing Shares and the Placing based on the Company's publicly available information taken together with the information contained in this Announcement (including this Appendix) released by the Company today and any information publicly announced to a Regulatory Information Service by or on behalf of the Company on or prior to the date of this Announcement, and subject to the further terms set forth in the contract note to be provided to individual prospective Placees. Each Placee, by accepting a participation in the Placing, agrees that the content of this Announcement (including this Appendix) is exclusively the responsibility of the Company and confirms that it has neither received nor relied on any other information, representation, warranty or statement made by or on behalf of the Company, the Joint Bookrunners or any other person and neither of the Joint Bookrunners or the Company nor any of their respective affiliates will be liable for any Placee's decision to participate in the Placing based on any other information, representation, warranty or statement which the Placees may have obtained or received. Each Placee acknowledges and agrees that it has relied on its own investigation of the business, financial or other position of the Company in accepting a participation in the Placing. Each Placee should not consider any information in this Announcement to be legal, tax or business advice. Each Placee should consult its own attorney, tax advisor and business advisor for legal, tax and business advice regarding an investment in the Placing Shares. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation by that person.

## **Registration and settlement**

Settlement of transactions in the Placing Shares following Admission will take place within the CREST system, subject to certain exceptions. The Company and the Joint Bookrunners reserve the right to require settlement for and delivery of the Placing Shares (or a portion thereof) to Placees by such other means that they deem necessary, including in certificated form, if in the Joint Bookrunners' reasonable opinion delivery or settlement is not possible or practicable within the CREST system within the timetable set out in this Announcement or would not be consistent with the regulatory requirements in the Placee's jurisdiction.

Following the close of the Bookbuild for the Placing, each Placee allocated Placing Shares in the Placing will be sent a contract note or electronic confirmation in accordance with the standing arrangements in place with Barclays or Jefferies (as applicable) stating the number of Placing Shares to be allocated to it at the Placing Price, the aggregate amount owed by such Placee to Barclays or Jefferies (as applicable) and settlement instructions. Each Placee agrees that it will do all things necessary to ensure that delivery and payment is completed in accordance with the standing CREST or certificated settlement instructions that it has in place with the Joint Bookrunners.

The Company will deliver the Placing Shares to a CREST account operated by Jefferies as agent for and on behalf of the Company and will enter its delivery (DEL) instruction into the CREST system. The input to CREST by a Placee of a matching or acceptance instruction will then allow delivery of the relevant Placing Shares to that Placee against payment.

It is expected that settlement will be on 13 March 2017 on a T+2 basis in accordance with the instructions set out in the contract note.

Interest is chargeable daily on payments not received from Placees on the due date in accordance with the arrangements set out above at the rate of two percentage points above LIBOR as determined by the Joint Bookrunners.

Each Placee is deemed to agree that, if it does not comply with these obligations, the Joint Bookrunners may sell any or all of the Placing Shares allocated to that Placee on such Placee's behalf and retain from the proceeds, for the account and benefit of the Joint Bookrunners, an amount equal to the aggregate amount owed by the Placee plus any interest due. The relevant Placee will, however, remain liable for any shortfall below the aggregate amount owed by it and

may be required to bear any stamp duty or stamp duty reserve tax or other stamp, securities, transfer, registration, execution, documentary or other similar impost, duty or tax (together with any interest or penalties thereon or other similar taxes imposed in any jurisdiction) which may arise upon the sale of such Placing Shares on such Placee's behalf. By communicating a bid for Placing Shares, each Placee confers on Barclays or Jefferies (as applicable) all such authorities and powers necessary to carry out any such transaction and agrees to ratify and confirm all actions which Barclays or Jefferies (as applicable) lawfully takes on such Placee's behalf.

If Placing Shares are to be delivered to a custodian or settlement agent, Placees should ensure that the contract note or electronic trade confirmation (as applicable) is copied and delivered immediately to the relevant person within that organisation.

Insofar as Placing Shares are registered in a Placee's name or that of its nominee or in the name of any person for whom a Placee is contracting as agent or that of a nominee for such person, such Placing Shares should, subject as provided below, be so registered free from any liability to UK stamp duty or stamp duty reserve tax. If there are any other circumstances in which any stamp duty or stamp duty reserve tax (including any interest and penalties relating thereto) is payable in respect of the allocation, allotment, issue or delivery of the Placing Shares (or for the avoidance of doubt if any stamp duty or stamp duty reserve tax is payable in connection with any subsequent transfer of or agreement to transfer Placing Shares), neither of the Joint Bookrunners nor the Company shall be responsible for the payment thereof. Placees (or any nominee or other agent acting on behalf of a Placee) will not be entitled to receive any fee or commission in connection with the Placing.

### **Representations and warranties**

By submitting a bid and/or participating in the Placing, each prospective Placee (and any person acting on such Placee's behalf) irrevocably acknowledges, confirms, undertakes, represents, warrants and agrees (as the case may be) with each Joint Bookrunner (in its capacity as a bookrunner and agent of the Company, in each case as a fundamental term of its application for Placing Shares) that:

1. it has read and understood this Announcement (including this Appendix) in its entirety and that its participation in the Bookbuild and the Placing and its acquisition of Placing Shares is subject to and based upon all the terms, conditions, representations, warranties, indemnities, acknowledgements, agreements and undertakings and other information contained herein;
2. no offering document or prospectus or admission document has been prepared in connection with the Placing and it has not received a prospectus, admission document or other offering document in connection with the Bookbuild, the Placing or the Placing Shares;
3. it has neither received nor relied on any "inside information" as defined in the EU Market Abuse Regulation ("**MAR**") concerning the Company in accepting this invitation to participate in the Placing;
4. it has the power and authority to carry on the activities in which it is engaged, to acquire Placing Shares and to execute and deliver all documents necessary for such acquisition;
5. neither of the Joint Bookrunners nor the Company nor any of their respective affiliates, agents, directors, officers or employees nor any person acting on behalf of any of them has provided, and none of them will provide it, with any material regarding the Placing Shares or the Company other than information included in this Announcement (including this Appendix), nor has it requested either of the Joint Bookrunners, the Company or any of their respective affiliates or any person acting on behalf of any of them to provide it with any such information;
6. (i) it has made its own assessment of the Company, the Placing Shares and the terms of the Placing based on this Announcement (including this Appendix) and any information publicly announced to a Regulatory Information Service by or on behalf of the Company



prior to the date of this Announcement (the "**Publicly Available Information**"); (ii) the Company's ordinary shares are listed on the Official List and the Company is therefore required to publish certain business and financial information in accordance with the rules and practices of the London Stock Exchange and relevant regulatory authorities (the "**Exchange Information**"), which includes a description of the nature of the Company's business, most recent balance sheet and profit and loss account, and similar statements for preceding years, and it has reviewed such Exchange Information as it has deemed necessary or that it is able to obtain or access the Exchange Information without undue difficulty; and (iii) it has had access to such financial and other information (including the business, financial condition, prospects, creditworthiness, status and affairs of the Company, the Placing and the Placing Shares, as well as the opportunity to ask questions) concerning the Company, the Placing and the Placing Shares as it has deemed necessary in connection with its own investment decision to acquire any of the Placing Shares and has satisfied itself that the information is still current and relied on that investigation for the purposes of its decision to participate in the Placing;

7. (i) none of the Company, the Joint Bookrunners or any of their respective affiliates has made any representations to it, express or implied, with respect to the Company, the Placing and the Placing Shares or the accuracy, completeness or adequacy of the Publicly Available Information or the Exchange Information, and each of them expressly disclaims any liability in respect thereof; and (ii) it will not hold the Joint Bookrunners or any of their respective affiliates responsible for any misstatements in or omissions from any Publicly Available Information or any Exchange Information. Nothing in this paragraph or otherwise in this Announcement (including this Appendix) excludes the liability of any person for fraudulent misrepresentation made by that person;
8. the content of this Announcement (including this Appendix) is exclusively the responsibility of the Company and that neither of the Joint Bookrunners nor any of their respective affiliates, agents, directors, officers or employees nor any person acting on their behalf has or shall have any liability for any information, representation or statement contained in this Announcement (including this Appendix) or any information previously published by or on behalf of the Company and will not be liable for any Placee's decision to participate in the Placing based on any information, representation or statement contained in this Announcement or otherwise. Each Placee further represents, warrants and agrees that the only information on which it is entitled to rely and on which such Placee has relied in committing itself to acquire the Placing Shares is contained in this Announcement (including this Appendix) and any Publicly Available Information including (without limitation) the Exchange Information, such information being all that it deems necessary to make an investment decision in respect of the Placing Shares and that it has neither received nor relied on any other information given, investigation made or representations, warranties or statements made by either of the Joint Bookrunners or the Company nor any of their respective affiliates, agents, directors, officers or employees nor any person acting on its or their behalf and neither of the Joint Bookrunners nor the Company nor any of their respective affiliates, agents, directors, officers or employees will be liable for any Placee's decision to accept an invitation to participate in the Placing based on any other information, representation, warranty or statement;
9. in making any decision to acquire the Placing Shares, it has knowledge and experience in financial, business and international investment matters as is required to evaluate the merits and risks of taking up the Placing Shares. It further confirms that it is experienced in investing in securities of this nature in this sector and is aware that it may be required to bear, and is able to bear, the economic risk of participating in, and is able to sustain a complete loss in connection with, the Placing. It further confirms that it relied on its own examination and due diligence of the Company and its associates taken as a whole, and the terms of the Placing, including the merits and risks involved, and not upon any view expressed or information provided by or on behalf of either of the Joint Bookrunners;
10. (i) it and each account it represents is not and at the time the Placing Shares are acquired will not, other than as set out in paragraphs 13, 24 and 25 below, be a resident of Australia, Canada, Japan, Hong Kong, New Zealand, Singapore, South Africa or any other

jurisdiction in which it is unlawful to make or accept an offer to acquire the Placing Shares, and it and each account it represents is either (1)(a) outside the United States and will be outside the United States at the time that any buy order for Placing Shares is originated by it and (b) acquiring the Placing Shares in an "offshore transaction" within the meaning of Regulation S under the Securities Act ("**Regulation S**") and (c) not acquiring any of the Placing Shares as a result of any form of "directed selling efforts" within the meaning of Regulation S; or (2)(a) a "**QIB** who has executed and delivered to the Company and the Joint Bookrunners a US investor letter substantially in the form provided to it and (b) not acquiring any of the Placing Shares as a result of any form of "general solicitation" or "general advertising" within the meaning of Rule 502(c) under the Securities Act; (ii) it is not acquiring the Placing Shares with a view to the offer, sale, resale, transfer, delivery or distribution, directly or indirectly of any such Placing Shares into the United States, Australia, Canada, Japan, Hong Kong, New Zealand, Singapore or South Africa; and (iii) that the Placing Shares have not been and will not be registered under the securities legislation of the United States, Australia, Canada, Japan, Hong Kong, New Zealand, Singapore or South Africa and, subject to certain exceptions, may not be offered, sold, acquired, renounced, distributed or delivered or transferred, directly or indirectly, within or into those jurisdictions;

11. it understands, and each account it represents has been advised that, (i) the Placing Shares have not been and will not be registered under the Securities Act or under the applicable securities laws of any state or other jurisdiction of the United States; (ii) the Placing Shares are being offered and sold only (a) to persons reasonably believed to be QIBs in transactions exempt from, the registration requirements of the Securities Act or (b) in "offshore transactions" within the meaning of and pursuant to Regulation S under the Securities Act; and (iii) no representation has been made as to the availability of any exemption under the Securities Act or any relevant state or other jurisdiction's securities laws for the reoffer, resale, pledge or transfer of the Placing Shares;
12. it will not distribute, forward, transfer or otherwise transmit this document or any other materials concerning the Placing (including any electronic copies thereof), in or into the United States;
13. if in Australia, that it is (i) a "sophisticated investor" within the meaning of section 708(8) of the Australian Corporations Act 2001 (Cth) (the "**Corporations Act**") or a "professional investor" within the meaning of section 9 and section 708(11) of the Corporations Act, and (ii) a "wholesale client" as defined in section 761G(7) of the Corporations Act, and the issue of the Placing Shares to it does not require a prospectus or other form of disclosure document under the Corporations Act;
14. if it is a pension fund or investment company, its acquisition of Placing Shares is in full compliance with applicable laws and regulations;
15. neither it, nor the person specified by it for registration as holder of Placing Shares is, or is acting as nominee or agent for, and the Placing Shares will not be allotted to, a person who is or may be liable to stamp duty or stamp duty reserve tax under any of sections 67, 70, 93 and 96 of the Finance Act of 1986 (depository receipts and clearance services) and (ii) the Placing Shares are not being acquired in connection with arrangements to issue depository receipts or to issue or transfer Placing Shares into a clearance system;
16. it has complied with its obligations under the Criminal Justice Act 1993, section 118 of FSMA, and in connection with money laundering and terrorist financing under the Proceeds of Crime Act 2002 (as amended), the Terrorism Act 2000, the Terrorism Act 2006, the Money Laundering Regulations 2007 (the "**Regulations**") and the Money Laundering Sourcebook of the FCA and, if making payment on behalf of a third party, that satisfactory evidence has been obtained and recorded by it to verify the identity of the third party as required by the Regulations;
17. if a financial intermediary, as that term is used in Article 3(2) of the Prospectus Directive, the Placing Shares acquired by it in the Placing will not be acquired on a non-discretionary

basis on behalf of, nor will they be acquired with a view to their offer or resale to, persons in a member state of the EEA other than to Qualified Investors, or in circumstances in which the prior consent of the Joint Bookrunners has been given to the proposed offer or resale;

18. it and any person acting on its behalf falls within Article 19(5) and/or 49(2)(a) to (d) of the Order and undertakes that it will acquire, hold, manage and (if applicable) dispose of any Placing Shares that are allocated to it for the purposes of its business only;
19. it has not offered or sold and will not offer or sell any Placing Shares to the public in any member state of the EEA except in circumstances falling within Article 3(2) of the Prospectus Directive which do not result in any requirement for the publication of a prospectus pursuant to Article 3 of that Directive;
20. it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) relating to the Placing Shares in circumstances in which section 21(1) of FSMA does not require approval of the communication by an authorised person;
21. it has complied and will comply with all applicable provisions of FSMA with respect to anything done by it in relation to the Placing Shares in, from or otherwise involving, the United Kingdom;
22. if in a member state of the EEA, it is a "qualified investor" within the meaning of the Prospectus Directive;
23. if in Canada, it is an "accredited investor" as such term is defined in section 1.1 of National Instrument 45-106 Prospectus Exemptions or, in Ontario, as such term is defined in section 73.3(1) of the Securities Act (Ontario); and (iii) is a "permitted client" as such term is defined in section 1.1 of National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations;
24. if in the UK, that it is a person (i) who has professional experience in matters relating to investments falling within Article 19(5) of the Order, (ii) falling within Article 49(2)(A) to (D) ("High Net Worth Companies, Unincorporated Associations, etc") of the Order, or (iii) to whom this Announcement may otherwise be lawfully communicated;
25. if in Singapore, it is either (i) an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "**SFA**"), or (ii) a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA;
26. if in Hong Kong, it is a "professional investor" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance;
27. that no action has been or will be taken by either the Company or either of the Joint Bookrunners or any person acting on behalf of the Company or either of the Joint Bookrunners that would, or is intended to, permit a public offer of the Placing Shares in any country or jurisdiction where any such action for that purpose is required;
28. it is acting as principal only in respect of the Placing or, if it is acting for any other person: (i) it is duly authorised to do so and has full power to make the acknowledgments, representations and agreements herein on behalf of each such person; and (ii) it is and will remain liable to the Company and/or the Joint Bookrunners for the performance of all its obligations as a Placee in respect of the Placing (regardless of the fact that it is acting for another person). Each Placee agrees that the provisions of this paragraph 28 shall survive the resale of the Placing Shares by or on behalf of any person for whom it is acting;

29. (i) it and any person acting on its behalf is entitled to acquire the Placing Shares under the laws of all relevant jurisdictions which apply to it, (ii) it has paid any issue, transfer or other taxes due in connection with its participation in any territory, (iii) it has not taken any action which will or may result in the Company, the Joint Bookrunners, any of their affiliates or any person acting on their behalf being in breach of the legal and/or regulatory requirements of any territory in connection with the Placing, (iv) that the acquisition of the Placing Shares by it or any person acting on its behalf will be in compliance with applicable laws and regulations in the jurisdiction of its residence, the residence of the Company, or otherwise, and (v) it has all necessary capacity and has obtained all necessary consents and authorities to enable it to commit to this participation in the Placing and to perform its obligations in relation thereto (including, without limitation, in the case of any person on whose behalf it is acting, all necessary consents and authorities to agree to the terms set out or referred to in this Announcement (including this Appendix)) and will honour such obligations;
30. it (and any person acting on its behalf) will make payment for the Placing Shares allocated to it in accordance with the terms and conditions of this Announcement (including this Appendix) on the due time and date set out herein, failing which the relevant Placing Shares may be placed with other persons or sold as the Joint Bookrunners may in their discretion determine and it will remain liable for any amount by which the net proceeds of such sale falls short of the product of the Placing Price and the number of Placing Shares allocated to it and may be required to bear any stamp duty for stamp duty reserve tax (together with any interest or penalties due pursuant to the terms set out or referred to in this Announcement) which may arise upon the sale of such Placee's Placing Shares on its behalf;
31. its allocation (if any) of Placing Shares will represent a maximum number of Placing Shares which it will be entitled, and required, to acquire, and that the Joint Bookrunners may call upon it to acquire a lower number of Placing Shares (if any), but in no event in aggregate more than the aforementioned maximum;
32. neither of the Joint Bookrunners, nor any of their respective affiliates, agents, directors, officers or employees, nor any person acting on behalf of any of them, is making any recommendations to it or advising it regarding the suitability of any transactions it may enter into in connection with the Placing and participation in the Placing is on the basis that it is not and will not be a client of either of the Joint Bookrunners and the Joint Bookrunners have no duties or responsibilities to it for providing the protections afforded to their respective clients or customers or for providing advice in relation to the Placing nor in respect of any representations, warranties, undertakings or indemnities contained in the Placing Agreement nor for the exercise or performance of any of their respective rights and obligations thereunder including any rights to waive or vary any conditions or exercise any termination right;
33. the person whom it specifies for registration as holder of the Placing Shares will be (i) itself; or (ii) its nominee, as the case may be. Neither of the Joint Bookrunners nor the Company will be responsible for any liability to stamp duty or stamp duty reserve tax or other similar taxes resulting from a failure to observe this requirement. Each Placee and any person acting on behalf of such Placee agrees to participate in the Placing and it agrees to indemnify on an after-tax basis and hold harmless the Company, each of the Joint Bookrunners and their respective affiliates, agents, directors, officers and employees in respect of the same on the basis that the Placing Shares will be allotted to the CREST stock account of Jefferies who will hold them as nominee on behalf of such Placee until settlement in accordance with its standing settlement instructions;
34. it indemnifies and holds harmless the Company, the Joint Bookrunners and their respective affiliates, agents, directors, officers and employees from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of or in connection with any breach of the representations, warranties, acknowledgements, agreements and undertakings in this Appendix and further agrees that the provisions of this Appendix shall survive after completion of the Placing;

35. in connection with the Placing, a Joint Bookrunner and any of its affiliates acting as an investor for its own account may acquire Placing Shares in the Company and in that capacity may acquire, retain, purchase or sell for its own account such ordinary shares in the Company and any securities of the Company or related investments and may offer or sell such securities or other investments otherwise than in connection with the Placing. Neither of the Joint Bookrunners intends to disclose the extent of any such investment or transactions otherwise than in accordance with any legal or regulatory obligation to do so;
36. its commitment to acquire Placing Shares on the terms set out in this Announcement (including this Appendix) will continue notwithstanding any amendment that may or in the future be made to the terms and conditions of the Placing and that Placees will have no right to be consulted or require that their consent be obtained with respect to the Company's or the Joint Bookrunners' conduct of the Placing;
37. neither the Company nor either of the Joint Bookrunners owes any fiduciary or other duties to any Placee in respect of any representations, warranties, undertakings or indemnities in the Placing Agreement;
38. its commitment to acquire Placing Shares on the terms set out herein and in the contract note will continue notwithstanding any amendment that may in future be made to the terms of the Placing and Placees will have no right to be consulted or require that their consent be obtained with respect to the Company's or the Joint Bookrunners' conduct of the Placing;
39. these terms and conditions and any agreements entered into by it pursuant to these terms and conditions (including any non-contractual obligations arising out of or in connection with such agreements) shall be governed by and construed in accordance with the laws of England and it submits (on behalf of itself and on behalf of any person on whose behalf it is acting) to the exclusive jurisdiction of the English courts as regards any claim, dispute or matter arising out of any such contract, except that enforcement proceedings in respect of the obligation to make payment for the Placing Shares (together with any interest chargeable thereon) may be taken by the Joint Bookrunners in any jurisdiction in which the relevant Placee is incorporated or in which any of its securities have a quotation on a recognised stock exchange; and
40. the foregoing acknowledgements, agreements, undertakings, representations, warranties and confirmations are given for the benefit of each of the Company and the Joint Bookrunners (for their own benefit and, where relevant, the benefit of their respective affiliates and any person acting on their behalf) and are irrevocable. The Company, the Joint Bookrunners and their respective affiliates, agents, directors, officers and employees and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations, warranties and agreements and it agrees that if any of the acknowledgements, representations, warranties and agreements made in connection with its acquiring of Placing Shares is no longer accurate, it shall promptly notify the Company and the Joint Bookrunners. It irrevocably authorises Barclays, Jefferies and the Company to produce this Announcement pursuant to, in connection with, or as may be required by any applicable law or regulation, administrative or legal proceeding or official inquiry with respect to the matters set out herein.

The agreement to allot and issue Placing Shares to Placees (or the persons for whom Placees are contracting as nominee or agent) free of stamp duty and stamp duty reserve tax relates only to their allotment and issue to Placees, or such persons as they nominate as their agents, direct from the Company for the Placing Shares in question. Such agreement is subject to the representations, warranties and further terms above and assumes, and is based on the warranty from each Placee, that the Placing Shares are not being acquired in connection with arrangements to issue depositary receipts or to issue or transfer the Placing Shares into a clearance service. If there are any such arrangements, or the settlement relates to any other dealing in the Placing Shares, stamp duty or stamp duty reserve tax or other similar taxes may be payable, for which neither the Company nor either of the Joint Bookrunners will be responsible and each Placee shall indemnify on an after-tax basis and hold harmless the Company, each of the Joint Bookrunners and their respective

affiliates, agents, directors, officers and employees for any stamp duty or stamp duty reserve tax paid by them in respect of any such arrangements or dealings.

Neither the Company nor either of the Joint Bookrunners is liable to bear any capital duty, stamp duty and all other stamp, issue, securities, transfer, registration, documentary or other duties or taxes (including any interest, fines or penalties relating thereto) payable in or outside the United Kingdom by any Placee or any other person on a Placee's acquisition of any Placing Shares or the agreement by a Placee to acquire any Placing Shares. Each Placee agrees to indemnify on an after-tax basis and hold harmless the Company, each Joint Bookrunner and their respective affiliates, agents, directors, officers and employees from any and all interest, fines or penalties in relation to any such duties or taxes to the extent that such interest, fines or penalties arise from the unreasonable default or delay of that Placee or its agent.

Each Placee should seek its own advice as to whether any of the above tax liabilities arise and notify the Joint Bookrunners accordingly.

Each Placee, and any person acting on behalf of each Placee, acknowledges and agrees that the Joint Bookrunners and/or any of their respective affiliates may, at their absolute discretion, agree to become a Placee in respect of some or all of the Placing Shares.

When a Placee or person acting on behalf of the Placee is dealing with the Joint Bookrunners any money held in an account with either of the Joint Bookrunners on behalf of the Placee and/or any person acting on behalf of the Placee will not be treated as client money within the meaning of the rules and regulations of the FCA made under FSMA. The Placee acknowledges that the money will not be subject to the protections conferred by the client money rules; as a consequence, this money will not be segregated from the relevant Joint Bookrunners' money in accordance with the client money rules and will be used by the relevant Joint Bookrunner in the course of its own business; and the Placee will rank only as a general creditor of the Joint Bookrunners.

Past performance is no guide to future performance and persons needing advice should consult an independent financial adviser.

The rights and remedies of the Banks and the Company under these Terms and Conditions are in addition to any rights and remedies which would otherwise be available to each of them and the exercise or partial exercise of one will not prevent the exercise of others.

If a Placee is a discretionary fund manager, he may be asked to disclose, in writing or orally to the Banks the jurisdiction in which the funds are managed or owned.

All times and dates in this Announcement (including this Appendix) may be subject to amendment. The Joint Bookrunners shall notify the Placees and any person acting on behalf of the Placees of any changes.